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7. Matthew Hinde, and Patricia Redington
8.

9. UNITED STATES DISTRICT COURT
10. FOR THE NORTHERN DISTRICT OF CALIFORNIA
11. SAN FRANCISCO DIVISION

12. CVPartners, Inc., a California Corporation,
13.

14. Plaintiffs,
15.

16. v.
17.

18. Jeanmarie Boben, an individual; Tyler
19. Hubbs, an individual; Matt Hinde, an
20. individual; Patricia Redington, and
21. individual; Andy Dunayczan, an individual;
22. and Does 1-15,
23.

24. Defendants.
25.

Case No.: CV 09 0689-SI

STIPULATED PROTECTIVE ORDER
RE EXAMINATION OF ELECTRONIC
DEVICES

26. This Stipulated Protective Order is entered into by and between Plaintiff
27. CVPartners, Inc. ("CVPartners"), CVPartners' retained expert, Lynell Phillips
28. ("Phillips"), and Defendants Jeanmarie Boben, Tyler Hubbs, Matthew Hinde, and
29. Patricia Redington ("Defendants") (collectively, the "Parties").

30. WHEREFORE, pursuant to the terms of a stipulated temporary restraining
31. order, Defendants have voluntarily agreed to produce certain electronic devices (the
32. "Devices") for examination by Phillips; and
33.

1 WHEREFORE, Defendants assert that the Devices they have agreed to
2 produce for inspection contain data and information which is unrelated to this action,
3 including data and information which Defendants assert is private and/or privileged;

4 WHEREFORE, the Parties stipulate and agree as follows:

5 1. Only Phillips may inspect or examine the Devices produced by
6 Defendants. Neither CVPartners nor its counsel shall be entitled to inspect or examine
7 the Devices. It is expressly understood and agreed that Phillips has been retained
8 solely by Plaintiff CVPartners.

9 2. Phillips' inspection and examination of the Devices shall be limited to
10 creating a shadow image of the contents of each of the Devices using EnCase
11 software ("Shadow Images"), and identifying, tracing, locating, recovering, and/or
12 copying information, data or documents that are visible on the Devices and/or the
13 Shadow Images, which are non-privileged and relevant to Plaintiff's claims as alleged
14 in the Complaint ("Discoverable Information"). If Defendants choose in advance of
15 Phillips' inspection and examination of the Devices to retain their own expert, that
16 expert shall meet and confer with Phillips over the protocols to be used in Phillips'
17 inspection and examination. If no agreement is reached, counsel will meet and confer
18 to resolve any issues resolving the protocol before seeking relief from the Court. Such
19 expert must be identified to CVPartners before the Devices are presented for
20 examination and inspection. If no such expert is identified by Defendants, then Phillips
21 shall employ the normal protocols in examining and inspecting the Devices and
22 Shadow Images, which in her judgment are used by computer experts conducting
23 such inspections and examinations. Nothing in this Stipulated Protective Order shall
24 limit Phillips from providing reports to Plaintiff's counsel regarding her inspection and
25 examination of the Devices and Shadow Images, provided that such reports are not
26 based on and do not disclose Excluded Information as described below.

1 3. Phillips shall not provide to CVPartners and CVPartners shall not take
2 possession of any information, data or documents from Defendants' Devices or from
3 the Shadow Images other than Discoverable Information. Information which is not
4 Discoverable Information ("Excluded Information") specifically includes but is not
5 limited to the following:

6 (a) Any personal financial information such as banking records,
7 investment records, bills, payments, tax returns, and/or accounting records;

8 (b) Any family related information such as photos, spousal
9 communications and/or family communications;

10 (c) Personal communications such as those with friends;

11 (d) Music;

12 (d) Any medical information; and/or

13 (e) Any attorney-client privileged information.

14 4. With respect to Excluded Information, Phillips' inspection or examination
15 of the Devices and Shadow Images shall be limited to that necessary to identify that it
16 is Excluded Information. With respect to any attorney-client privileged information
17 (communications between any of the Defendants and anyone with Dillingham &
18 Murphy, LLP or the Law Offices of Joshua A. Ridless), Phillips agrees that she will not
19 knowingly access, read, review, and/or disclose the contents of any such
20 communications.

21 5. CVPartners and Phillips agree that they will not lose, damage, destroy,
22 delete, modify or alter any of the Devices produced by Defendants for inspection or
23 any information, data or documents contained on the Devices.

24 6. CVPartners agrees that it will provide Defendants' counsel with copies of
25 any information, data or documents obtained from the Devices and provided to
26 CVPartners by Phillips. This does not apply to any report(s) provided by Phillips which
27 constitute attorney-work product. Defendants agree to reimburse CVPartners for the
28

1 reasonable expense to copy and deliver any information, data or documents under this
 2 provision. All such information, data or documents shall be designated as solely for
 3 use in this litigation pursuant to the terms of a stipulated protective order executed by
 4 the parties and their counsel. Counsel for the parties will meet and confer concerning
 5 the disposition at the end of this litigation of any such information, data or documents
 6 that are provided under this provision.

7
 8 DATED: March 3, 2009

HANSON BRIDGETT LLP

9
 10 By: /s/

11 SANDRA L. RAPPAPORT
 Attorneys for Plaintiff
 CVPartners, Inc.

12 DATED: March 3, 2009

DILLINGHAM & MURPHY LLP

13
 14 By: 

15 CARLA J. HARTLEY
 Attorneys for Defendants
 Jeanmarie Boben, Tyler Hubbs, Matt
 Hinde and Patricia Redington


16
 17
 18 DATED: March 3, 2009

19 By: /s/

20 Lynell Phillips

21 **IT IS SO ORDERED:**

22
 23
 24 DATED: March , 2009

25 
 HONORABLE SUSAN ILLSTON
 U.S. District Court Judge

26 I hereby attest that I have on file all holograph signatures for any
 27 signatures indicated by a "conformed" signature (/S/) within this
 28 efiled document.